

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

X-----X  
CAN'T STOP PRODUCTIONS, INC.,

Case No.: 7:17-cv-06513-CS

Plaintiffs,

-against-

SIXUVUS, LTD., ERIC ANZALONE,  
ALEXANDER BRILEY, FELIPE ROSE,  
JAMES F. NEWMAN, RAYMOND  
SIMPSON, and WILLIAM WHITEFIELD,

Defendants.

X-----X

**DECLARATION OF RAYMOND SIMPSON IN SUPPORT OF MOTION FOR A  
TEMPORARY RESTRAINING ORDER AND A PRELIMINARY INJUNCTION**

Raymond Simpson, pursuant to 28 U.S.C. § 1746, declares under the penalty of perjury, as follows:

1. I am the vice-president of Sixuvus, Ltd. ("Sixuvus"), a defendant in the within action and I have knowledge of the facts herein based upon my own personal knowledge and the books and records of Sixuvus.
2. I submit this declaration in support of Sixuvus' motion for a temporary restraining order and a preliminary injunction.
3. The facts stated herein are true and correct and of my own personal knowledge and the books and records of Sixuvus. If called and sworn as a witness, I could and would testify competently thereto under oath.
4. I have been performing as the lead singer and the police officer of Village People since 1979, with a small break from in or around 1983 to in or around 1985.

5. In or around 1985, Village People went on a hiatus and ceased performing and making public appearances. The reason Village People reunited was that my former groupmate, Randy Jones, assembled the original members of Sixuvus to re-form Village People. Can't Stop had nothing to do with reuniting the Village People in 1987.

6. Sixuvus was formed in 1987 to manage the affairs of the men who perform as Village People. No owner of Can't Stop has ever been an owner of Sixuvus. Victor Willis has also never been a member of, or performed with, Sixuvus.

7. Upon reuniting, Sixuvus reached an oral agreement with Can't Stop where in exchange for being allowed to perform as Village People, Sixuvus would pay a five percent (5%) license fee on the gross amounts received by Sixuvus, net of agent's commissions, quarterly. There was no discussion of when the oral agreement would end except that based on Can't Stop's statements, we believed we would have the license for as long as Sixuvus wanted to perform.

8. Throughout the existence of Sixuvus, there have been several changes in membership, currently only three of the original members of Sixuvus remain, including myself.

9. In 1987, Sixuvus was formed and began performing as Village People. When we reunited, Victor Willis, who had not been the lead singer in any live performance as Village People since 1979 was not asked to be part of Village People. Instead, I was asked to resume my position as the lead singer of Village People, and I continue to be the lead singer to this day.

10. Since 1987, Sixuvus has toured the world as Village People. Sixuvus has appeared at events large and small, including the Major League Baseball All-Star Game at Yankee Stadium in 2008, the American Music Festival, Jerry Lewis' Muscular Dystrophy Association Telethon, in front of over 40,000 people as part of the half-time entertainment at the 2008 Sun Bowl, a college football bowl game, as well as receiving a star on the Hollywood Walk of Fame.

11. The vast majority of our performances and appearances are public appearances and concerts that anyone may attend or purchase a ticket to.

12. Through the hard work and efforts of Sixuvus, the company has established very good working relationships with concert venues, promoters, and bookers all across the United States and the World.

13. Part of the reason Sixuvus is so successful is because our shows are high energy with good music and we have a very talented group of performers. Sixuvus has always taken special care to ensure that it gives a top quality, professional, and most of all, entertaining performances. These have always been company priorities in order to maintain a reputation as a reliable entertainment act that concert venues could rely on and would welcome back to perform in the future.

14. It is our reputation and relationships that have made Sixuvus a success over the last thirty (30) years, and these relationships and our reliable quality performances are how we continue to be successful.

15. Sixuvus has had the right to decide how it renders its live entertainment services as Village People. For the last thirty years Sixuvus has decided when, where, and how it wanted to provide entertainment services as Village People. It has made decisions about costumes, stage design, light shows, choreography, production values, set lists, rehearsals, billing or any other related aspect of putting on a live stage show. Can't Stop never actually controlled any of that.

16. Can't Stop was never part of that process nor did it actually control any of those decisions or even require information or review how Sixuvus was providing live entertainment services as Village People. Can't Stop also never imposed production or rider requirements or any requirements as to the quality of the entertainment services provided by Sixuvus.

17. Can't Stop never interviewed any new or replacement performers that Sixuvus contracted with to perform as Village People. In addition, Can't Stop never attended any auditions for any new or replacement performers. Sixuvus performed the entirety of the work in finding a substitute performer.

18. Sixuvus never felt constricted in how it could use Village People to perform live.

19. Can't Stop never provided or mandated any requirements, standards, guidelines, or anything of the like as to costumes, stage design, light shows, choreography, physical appearances, set lists, rehearsals, or any other related aspect of putting on a live stage show.

20. Can't Stop never required Sixuvus to receive permission to book a show anywhere in the world and never objected to any Sixuvus live performance as Village People.

21. Can't Stop never was part of deciding what live appearances Sixuvus would perform at as Village People. The only time Can't Stop got involved for approvals was if it was outside of our license agreement or if we needed licensing approval for using music. Can't Stop was not involved in Sixuvus using Village People in connection with live performances.

22. Can't Stop never refused a payment from Sixuvus from performing as Village People.

23. To the best of my knowledge, from 1987 until this year when Harlem West was supposedly granted a license to use Village People in live performances, Can't Stop did not permit anyone other than Sixuvus to use Village People in connection with live performances.

24. Victor Willis and others acting on his behalf, including his wife Karen Willis have been trying to disrupt Sixuvus' business and live performances as Village People for years. After several incidents, Sixuvus filed a lawsuit in the Superior Court of the State of California, for the County of San Diego, alleging claims of intentional interference with contractual relationships,

intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, unfair business practices and injunctive relief. Annexed hereto as Exhibit 1 is a true and correct copy of the Complaint filed by Sixuvus in the case of Sixuvus v. Victor Willis in the Superior Court of California - County of San Diego under Case Number 37-2008-98508-CU-BT-CTL (the “California Lawsuit”). Also annexed hereto as Exhibit 2 is a true and correct copy of the Temporary Restraining Order that we obtained in the California Lawsuit.

25. Sixuvus also obtained a Preliminary Injunction in that action which ordered that “Victor Willis, as well as Victor Willis’ associates, agents, suppliers, servants, employees, officers, directors, representatives, successors, assigns and attorneys, and any other person(s) acting in concert or participation with Victor Willis, [were] restrained and enjoined from engaging, committing, or performing, directly or indirectly, any and all of the following acts: **Disrupting any live performance or public appearance of Sixuvus performing as the Village People.**” Annexed hereto as Exhibit 3 is a true and correct copy of the Preliminary Granted Injunction in the California Lawsuit.

26. When we settled that case, which Can’t Stop eventually became a party to, Victor Willis agreed to follow the Preliminary Injunction. Annexed hereto as Exhibit 4 is a true and correct copy of the transcript of the settlement on the record in the California Lawsuit.

27. Annexed hereto as Exhibit 5 is a true and correct copy of a Declaration under oath from Henri Belolo in the California Lawsuit, dated December 23, 2008.

28. Annexed hereto as Exhibit 6 is a true and correct copy of a declaration made by Mitchell Weiss in the California Lawsuit, dated December 29, 2008.

29. Annexed hereto as Exhibit 7 is a true and correct copy of a cease and desist letter sent from Karen Willis to Mitchell Weiss dated November 10, 2008.

30. The whole point for Sixuvus to enter into the Settlement Agreement was to have an assurance that Victor Willis and others acting on his behalf or in concert or participation with him would never again directly or indirectly disrupt Sixuvus' business of performing live as Village People. Sixuvus spent a lot of time and resources in the California Lawsuit in order to ensure that Victor Willis would not be able to interfere with or disturb any Sixuvus performances as Village People.

31. Now, and despite Can't Stop's awareness of the Settlement Agreement, that is what they are helping Victor Willis do—breach his obligations under the Settlement Agreement.

32. Apparently, Can't Stop has now decided that after decades of Sixuvus touring the world as Village People, that Harlem West Holdings, which is somehow associated with Karen Willis, Victor Willis' wife, should be allowed to perform as Village People.

33. On or about May 30, 2017, Sixuvus received an email purporting to terminate our license to Village People in connection with live performances the next day. Annexed hereto as Exhibit 8 is a true and correct copy of the email dated May 30, 2017 from Can't Stop Productions, Inc. to Sixuvus.

34. Even though the email claimed to let us honor the dates and contracts that had already been signed, such insufficient notice was not reasonable in light of our thirty (30) year license nor was it fair.

35. Can't Stop's attempt to terminate our license is preventing Sixuvus from performing as Village People, and if Can't Stop is allowed to continue to help Victor Willis stop us from performing as Village People, it will have severe consequences to Sixuvus.

36. If we are prevented from performing as Village People for the entire time this lawsuit is pending, it will likely ruin our reputation with the various promoters, bookers and venues

that we work with regularly and have worked with for years. Also, it would be impossible to rebuild the business Sixuvus has built if we could not perform live as Village People for a period of months or years.

37. Sixuvus wishes to conduct our business without harassment, interference and disruption caused by Victor Willis, and those acting in concert with him including Karen Willis (his wife) her companies and Plaintiff in this lawsuit, who has claimed to grant Harlem West Entertainment an exclusive license to use Village People marks. But without an injunction that will not be possible. Moreover, without an injunction, Sixuvus will suffer severe and irreparable reputational damage.

38. Can't Stop, along with Victor Willis, Karen Willis, and Harlem West Holdings have told concert venues that Sixuvus no longer has the right to perform as Village People. We have had scheduled performances cancelled because of their actions. One example is a show in Mexico City that was canceled after the venue where the show was scheduled to take place backed out of the show due to Karen Willis' actions that were enabled by Can't Stop. There were at least two recent occasions where Karen Willis was calling promoters incessantly and sending them letters, telling them that we could not go on stage as Village People within hours of our show. One of those instances was in Englewood in June of 2017.

39. In addition to cancelled shows, Sixuvus is unable to book new shows due to Karen Willis constant interference and disruption, for the benefit of her husband.

40. By way of another example, as a result of the purported exclusive license, Karen Willis has disrupted Sixuvus' agents from booking live shows as Village People. Annexed hereto as Exhibit 9 is a true and correct copy of a letter from Robert S. Besser to Ken DiCamillo of William Morris Endeavour.

41. Karen Willis has made numerous threats to Sixuvus and those who work for Sixuvus, even when Can't Stop and Sixuvus were in agreeance. Annexed hereto as Exhibit 10 is a true and correct copy of a letter from Karen Willis to Ken DiCamillo of William Morris Endeavour, Sixuvus' booking agent, threatening litigation.

42. As a direct and proximate result Can't Stop purportedly giving Karen Willis' an exclusive license, WME is not booking any new Sixuvus performances as Village People.

43. I cannot recall a single instance of a concert refusing to book a performance because it thought that Sixuvus could not legally perform as Village People prior to 2017.

44. Having Karen Willis constantly harassing promoters, bookers and venues has been extremely embarrassing and negatively reflects on Sixuvus' reputation.

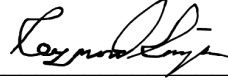
45. This is not a coincidence but part of a decade long campaign by Victor Willis acting in concert with his wife to destroy Sixuvus. *See Adelman Aff. Ex. 8. The Settlement Agreement* should have stopped the Willis' from any further disruption of Sixuvus' ability to perform live as the Village People. But Can't Stop has enabled the Willis' to continue their campaign of harassment by purportedly granting an exclusive license to them, in violation of the Settlement Agreement.

46. Annexed hereto as Exhibit 11 is a true and correct copy of a letter dated September 28, 2017 from Harlem West Entertainment written by Karen Willis giving notice to the Essex Agricultural Society that if they allow Sixuvus to perform as Village People that she intends to file a lawsuit against the Essex Agricultural Society for allowing Sixuvus to do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Executed on November 30, 2017, in \_\_\_\_\_, New Jersey \_\_\_\_\_.

A handwritten signature in black ink, appearing to read "Raymond Simpson", is written over a horizontal line.

\_\_\_\_\_  
Raymond Simpson